

AGREEMENT

Regarding The Terms and
Conditions of Employment

Between

The Board of Education

of the

FRELINGHUYSEN TOWNSHIP
SCHOOL DISTRICT

and the

FRELINGHUYSEN EDUCATION ASSOCIATION

X Effective July 1, 1989
Through June 30, 1991

THIS AGREEMENT made the 28th day of June, 1989 BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF FRELINGHUYSEN, a municipality of Warren County and the State of New Jersey

AND THE FRELINGHUYSEN EDUCATION ASSOCIATION, an association located in the Township of Frelinghuysen in the County of Warren and the State of New Jersey. This contract shall be in effect from July 1, 1989 through June 30, 1991.

In consideration of the mutual benefits accruing to each of the aforesaid parties by virtue of this agreement, they do respectively agree as follows:

- I. Definitions: WHEN used in this agreement the terms hereinafter set forth, should have the following meanings:
 - A. "Academic Year" shall mean the period between the opening day of school in the school district after the general summer vacation and the next succeeding summer vacation.
 - B. "Association" shall mean the Frelinghuysen Education Association.
 - C. "Board" shall mean the Board of Education of the Township of Frelinghuysen.
 - D. "Chief School Administrator" shall mean the administrative head of the school district as designated by the Board.
 - E. "Contract Year" shall mean the period covered by the definition of academic year plus one (1) day before and after said year.
 - F. "Part-Time Teacher" shall mean a publicly employed teacher who holds all necessary certifications as required by N.J.R.S. Title 18A, but is employed by the Board for less than five full days per week.
 - G. "Retirement" shall mean the withdrawing of an individual from the teaching profession with no intent to procure similar employment on a full-time basis.
 - H. "Salary Schedule" shall mean a schedule of minimum salaries as hereinafter set forth fixed in accordance with years of

employment and college or university degree or the equivalent as defined by N.J.R.S. 18:29-6.

- I. "School District" shall mean the corporate limits of the Township of Frelinghuysen and the public schools situated therein.
- J. "School Year" shall mean the period between July 1st and continuing through the following June 30th.
- K. "Statute" shall mean the statutory law of the State of New Jersey as set forth in the New Jersey Revised Statutes which shall hereinafter be referred to as "N.J.R.S."
- L. "Teacher" shall mean a full-time publicly employed teacher who holds all necessary certifications as required by N.J.R.S.

II. REPRESENTATION AND PURPOSES: The Association is the representative agency designated and selected by the majority of the teachers within the school district. The Association represents that it has been so designated and selected by the aforementioned teachers voting in an election conducted pursuant to the provisions of N.J.R.S. 34:13A-5.3 and that it is the exclusive representative for the collective negotiations concerning the terms and conditions of employment of the teachers within said school district. The Board of Education and the Association represent that this agreement has been signed by the authorized representatives of the Board and Association.

III. SCOPE OF AGREEMENT: This agreement shall be binding upon the Board and the Association including all of the Teachers within the school district. This agreement shall be subject to all mandatory statutes of the State of New Jersey and any question of policy not defined in the aforementioned statutes or this agreement shall remain within the exclusive province of the Board. This agreement shall take effect upon execution hereof for the coming year to commence July 1, 1989 shall expire June 30, 1991 and shall automatically be extended from year to year unless a supplemental or new agreement shall be executed by the Board and Association.

- IV. *NEGOTIATIONS:* The Association or its duly empowered officers shall prepare in written form any proposals or amendments to this agreement for a subsequent school year. Said proposals shall be presented to the Board on or before 120 days prior to the Board's budget hearing. Thereafter, negotiations shall be conducted between the Board and Association on a regular basis with the aim being a settlement prior to the school election.
- V. *TEACHER EMPLOYMENT:* All teachers employed by the Board shall receive annual remuneration pursuant to the salary schedule hereinafter set forth taking into consideration the individual teacher's years of employment and college or university degree obtained or its equivalent. All part-time teachers employed by the Board shall receive remuneration pursuant to said salary schedule on a pro-rated basis. As for example, if a teacher is employed two days a week, he or she shall receive two fifths of the full time salary as hereinafter provided. All teachers with military service shall be given credit for the same after the first year of employment by the Board to a maximum of four years as defined by N.J.R.S. 18A: 29-11. Prior experience by a teacher in public, private or parochial schools may constitute credit toward years of employment on an individual basis in the case of a particular teacher and at the discretion of the Board.

The salary schedule hereinafter set forth shall not apply to any person whose employment is based on an emergency certificate and such persons shall receive remuneration on an individual basis as may from time to time be determined by the Board.

The provisions of this agreement shall not apply to any person employed as a substitute teacher on a day to day basis.

To insure equal employment opportunity for all persons and to prohibit discrimination in employment because of sex, race, color, creed, religion, national origin and to have equal access to all categories of employment in the public education system of Frelinghuysen Township School District and that an intensive Affirmative Action

Employment not limited to but including upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation including fringe benefits; employment selection or selection for training and apprenticeship; promotion or tenure.

- VI. *SALARY SCHEDULE: The following schedule is hereby adopted as the minimum salary for teachers having the requisite experience and degree or equivalent, as hereinafter set forth for the years 1989-90 and 1990-91 as shown on Tables A and B respectively.*

TABLE A

1989-1990 Frelinghuysen Teachers' Salary Guide

HORIZON. STEP	STEPS RATIO	EQUAL BA	0.028 BA+15	0.056 BA+30	0.084 MA	0.112 MA+15	0.14 MA+30	DIFF.
1	1	23745	24410	25075	25740	26404	27069	
2	1.008	23935	24600	25265	25930	26594	27259	190
3	1.016	24125	24790	25455	26120	26784	27449	190
4	1.032	24505	25170	25835	26499	27164	27829	380
5	1.048	24885	25550	26214	26879	27544	28209	380
6	1.073	25478	26143	26808	27473	28138	28803	594
7	1.098	26072	26737	27402	28067	28731	29396	594
8	1.128	26784	27449	28114	28779	29444	30109	712
9	1.158	27497	28162	28826	29491	30156	30821	712
10	1.188	28209	28874	29539	30204	30869	31533	712
11	1.228	29159	29824	30489	31153	31818	32483	950
12	1.268	30109	30774	31438	32103	32768	33433	950
13	1.318	31296	31961	32626	33290	33955	34620	1187
14	1.368	32483	33148	33813	34478	35143	35807	1187
15	1.418	33670	34335	35000	35665	36330	36995	1187
		LONGEVITY	STEPS					
16	1.429	33932	34596	35261	35926	36591	37256	261
17	1.44	34193	34858	35523	36187	36852	37517	261
18	1.451	34454	35119	35784	36449	37113	37778	261
19	1.462	34715	35380	36045	36710	37375	38039	261
20	1.473	34976	35641	36306	36971	37636	38301	261
21	1.484	35238	35902	36567	37232	37897	38562	261
22	1.495	35499	36164	36828	37493	38158	38823	261
23	1.506	35760	36425	37090	37755	38419	39084	261
24	1.517	36021	36686	37351	38016	38681	39345	261
25	1.528	36282	36947	37612	38277	38942	39607	261
26	1.539	36544	37208	37873	38538	39203	39868	261
27	1.55	36805	37470	38134	38799	39464	40129	261
28	1.561	37066	37731	38396	39061	39725	40390	261
29	1.572	37327	37992	38657	39322	39987	40651	261
30	1.583	37588	38253	38918	39583	40248	40913	261
31	1.594	37850	38514	39179	39844	40509	41174	261
32	1.605	38111	38776	39440	40105	40770	41435	261
33	1.616	38372	39037	39702	40367	41031	41696	261
34	1.627	38633	39298	39963	40628	41293	41957	261
35	1.638	38894	39559	40224	40889	41554	42219	261
36	1.649	39156	39820	40485	41150	41815	42480	261
37	1.66	39417	40082	40746	41411	42076	42741	261

This guide consists of 15 steps with annual longevities beginning as step 16.

Any teacher employed by the Frelinghuysen Board of Education prior to February 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.

TABLE B

1990-1991 Frelinghuysen Teachers' Salary Guide

HORIZON. STEP	STEPS RATIO	EQUAL BA	0.028 BA+15	0.056 BA+30	0.084 MA	0.112 MA+15	0.14 MA+30	DIFF.
1	1	25000	25700	26400	27100	27800	28500	
2	1.008	25200	25900	26600	27300	28000	28700	200
3	1.016	25400	26100	26800	27500	28200	28900	200
4	1.032	25800	26500	27200	27900	28600	29300	400
5	1.048	26200	26900	27600	28300	29000	29700	400
6	1.078	26950	27650	28350	29050	29750	30450	750
7	1.108	27700	28400	29100	29800	30500	31200	750
8	1.143	28575	29275	29975	30675	31375	32075	875
9	1.178	29450	30150	30850	31550	32250	32950	875
10	1.213	30325	31025	31725	32425	33125	33825	875
11	1.253	31325	32025	32725	33425	34125	34825	1000
12	1.293	32325	33025	33725	34425	35125	35825	1000
13	1.344	33600	34300	35000	35700	36400	37100	1275
14	1.395	34875	35575	36275	36975	37675	38375	1275
15	1.446	36150	36850	37550	38250	38950	39650	1275
		LONGEVITY	STEPS					
16	1.457	36425	37125	37825	38525	39225	39925	275
17	1.468	36700	37400	38100	38800	39500	40200	275
18	1.479	36975	37675	38375	39075	39775	40475	275
19	1.49	37250	37950	38650	39350	40050	40750	275
20	1.501	37525	38225	38925	39625	40325	41025	275
21	1.512	37800	38500	39200	39900	40600	41300	275
22	1.523	38075	38775	39475	40175	40875	41575	275
23	1.534	38350	39050	39750	40450	41150	41850	275
24	1.545	38625	39325	40025	40725	41425	42125	275
25	1.556	38900	39600	40300	41000	41700	42400	275
26	1.567	39175	39875	40575	41275	41975	42675	275
27	1.578	39450	40150	40850	41550	42250	42950	275
28	1.589	39725	40425	41125	41825	42525	43225	275
29	1.6	40000	40700	41400	42100	42800	43500	275
30	1.611	40275	40975	41675	42375	43075	43775	275
31	1.622	40550	41250	41950	42650	43350	44050	275
32	1.633	40825	41525	42225	42925	43625	44325	275
33	1.644	41100	41800	42500	43200	43900	44600	275
34	1.655	41375	42075	42775	43475	44175	44875	275
35	1.666	41650	42350	43050	43750	44450	45150	275
36	1.677	41925	42625	43325	44025	44725	45425	275
37	1.688	42200	42900	43600	44300	45000	45700	275
38	1.699	42475	43175	43875	44575	45275	45975	275

This guide consists of 15 steps with annual longevities beginning as step 16.

Any teacher employed by the Frelinghuysen Board of Education prior to February 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.

VII. **PAYMENT OF SALARY:** Teachers' salaries shall be paid over the academic year and on a ten month basis in twenty equal semi-monthly installments. Payments shall be by check bearing current date and issued on the 15th and 30th of each month from September through June. If such date falls on a holiday, weekend or during vacation when the school is not in session, payment shall be by check bearing current date and issued on the last working day prior to said date. The salary of any teacher may be withheld for the failure to perform the required duties of his or her position in accordance with the provisions of N.J.R.S. Title 18.

VIII. **LEAVES OF ABSENCE:** Each teacher shall be allowed sick leave with pay on the basis of 15 school days for each year. The unused portion of the first 10 days shall be cumulative to be used for additional sick leave as needed in subsequent years. In the event of the death in the immediate family of a teacher, that teacher will be allowed an excused absence with pay as follows: five days for the death of a father, mother, brother, sister, wife, husband or child; three days for the death of grandparents, mother-in-law, or father-in-law, and; one day for the death of any other relative. In addition thereto, each teacher shall be allowed three days for the transaction of personal business that cannot be conducted outside regular school time. The request for such leave shall be made in writing to the CSA at least one day in advance.

IX. **HOSPITALIZATION AND DENTAL INSURANCE:** The Board will provide and pay 100% for hospitalization for all full time teachers under full family coverage. The coverage will be under the New Jersey State Health Benefits Plan (Blue Cross, Blue Shield, Rider J, Major Medical). The option of utilizing an alternate plan (HMO) will be at the employee's discretion, but any additional costs above the traditional N.J. State Health Benefits Plan will be the responsibility of the employee.

The Board will provide and pay 100% for dental insurance for all full time teachers under full family coverage. The coverage will

be under Plan II-A of the Delta Dental Plan of New Jersey.

The Board shall furnish each teacher with a description of such insurance coverage at the commencement of each academic year. The aforementioned insurance coverage shall be subject to all terms and conditions set forth in the group policy obtained by the Board.

- X. PAYMENT FOR UNUSED SICK LEAVE:
- A. Upon termination of employment a stipend of \$10.00 for each day of accumulated sick leave shall be paid to the employee. There shall be no limit on the number of days counted.
 - B. Upon retirement a stipend of \$15.00 for each day of accumulated sick leave shall be paid to the employee. There shall be no limit on the number of days counted.
 - C. Such payment shall be made only if the person has had at least 10 years in our District.
 - D. The Board reserves the right to pay this attendance bonus the year of termination or in the next budget year, whichever fits best the financial position of the Board. To insure an orderly transition, six months notice of said proposed retirement is requested.
- XI. TUITION REIMBURSEMENT: Tuition Reimbursement will be provided for the staff as outlined in Board Policy GCLB.
- XII. GRIEVANCE PROCEDURE: A teacher with a grievance shall first discuss the grievance with the CSA and attempt to resolve the matter.

If the aggrieved person is not satisfied with the disposition of this grievance, or if no decision has been rendered within five days, the teacher may submit his grievance to the Board of Education in writing. The Board shall confer with the teacher within seven days and give an answer within another seven.

If the aggrieved person is not satisfied with the disposition of this grievance at the

second level or if no decision has been reached, the aggrieved person may request that the Professional Right and Responsibilities Committee of the Association submit the grievance to advisory mediation, if upon review, it finds that the grievance has merit. The Board and the P.R. & R. Committee shall attempt to agree upon a mutually acceptable mediator and shall obtain from the Mediator a commitment to serve.

The Mediator selected shall confer with the representatives of the Board and the P.R. & R. Committee and hold a hearing promptly. He shall issue his decision not longer than twenty days from the date of the closed hearings or, if oral hearings have been waived, from the date the final statements and proof of the issues are submitted to him. The decision of the Mediator shall be submitted to the Board and the Association.

The costs for services of the Mediator shall be borne equally by the Board and the Association.

The aggrieved person shall have the right to representation of all stages of the grievance procedure.

The definition for "grievance" shall be understood to be a real or imagined wrong; reason for being angry or annoyed; cause for complaint.

XIII. INDIVIDUAL TEACHER CONTRACT AND/OR LETTERS OF INTENT: On or before April 30th preceding the next school year, as indicated in Title 18A:27-10, the Board shall submit contracts to all teachers without tenure which it desires to re-employ for the following school year.

The Board shall also issue a letter of intent to all teachers under tenure within the school district by the same April 30th deadline. Said contracts and letters of intent shall set forth the annual salary to which said teacher is entitled pursuant to the salary schedule herein before set forth and shall also indicate the tentative grade assignment of the teacher for the forthcoming school year. If such contracts are accepted by the individual teachers, they shall also execute the same and return a signed copy to the Secretary of the

Board within ten days thereafter. If the Board does not receive accepted contracts on or before June 1st preceeding the next school year, it shall be conclusively presumed that the individual teachers do not intend to teach within the school district for the forthcoming school year and the Board shall, thereafter, be at liberty to negotiate for the employment of replacement teachers. The final grade assignment for the forthcoming school year shall, of necessity, be at the discretion of the Chief School Administrator with the approval of the Board and may be changed prior to or during the subsequent academic year if a change becomes necessary.

- XIV. MISCELLANEOUS PROVISIONS: Neither the Board nor the Association shall discriminate against any teacher because of membership or non-membership in the aforementioned Association. The Board will furnish a copy of the agreement to each of the teachers within the school district within 15 days after the agreement is executed and shall file the same with the proper authorities as set forth in the statues in such case made and provided.

IN WITNESS WHEREOF the parties have hereunto
executed these premises the day and year first
above written.

ATTEST:

BOARD OF EDUCATION
TOWNSHIP OF FRELINGHUYSEN

[Signature]
Secretary

BY *[Signature]*
President

ATTEST:

FRELINGHUYSEN EDUCATION
ASSOCIATION

Sarah A Bush
Secretary

BY *[Signature]*
President

DATE: